

# **Exhibit 8**

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**From:** Steven Acosta <[sacosta@tsi-us.net](mailto:sacosta@tsi-us.net)>  
**Sent:** Thursday, September 1, 2022 6:40 PM  
**To:** Kevin Mann  
**Subject:** Fwd: TSI

REDACTED (ATTORNEY/CLIENT PRIVILEGE)

Begin forwarded message:

**From:** Steven Acosta <[sacosta@tsi-us.net](mailto:sacosta@tsi-us.net)>  
**Subject:** TSI  
**Date:** June 16, 2022 at 3:55:34 PM CDT  
**To:** [dcarickhoff@archerlaw.com](mailto:dcarickhoff@archerlaw.com)  
**Cc:** [gmiller@mctlp.com](mailto:gmiller@mctlp.com)

Dave,

I tried to reach out to bill a few times this week and just got an auto responder that he won't be back til the 28th. Here is what I sent him if you can direct me to who I should reach out to that would be great.

Bill,

Deborah and I would like to get together this week to go over the current FEMA Claim so we can go over the Pre Negotiated Liquidated Damages for Contract Line Item Number (CLIN) 005. We would also like to walk you through the FEMA Change Order and the 3 DLA Invoices (Not Claims). Let me know what time works for you.

Deborah in her deposition walks through the Change Order pretty well I am going to attach it with this email so you don't have to go find it and you will have a better idea when we do talk.

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Q. TSI intends to assert a \$6.8 million change order under FAR 52.243 Changes Fixed Price.

What's the basis for that \$6.8 million change order?

**A. When we initially received the task order from CLIN 002, containers were not part of the logistics plan that we bid on. We bid break bulk.**

**We put a price in for break bulk. We had a logistics plan to move break bulk. And 30 days into**

it, FEMA came to us and changed the logistics plans requirements to containers. They also reduced the contract to 12 million.

The problem with that is 30 days into a hurricane on -- in the Southeast and the East Coast, there were no containers available. We had to pay to go get the containers in Chicago,

St. Louis, I mean, just all over, bring the containers back, in some instances take them to the water plant in New Jersey where we had staged the water to be moved to Puerto Rico because Holt terminals in New Jersey handles all of the Fiji water that comes into the United States. So they had equipment specifically designed to handle bottles of water.

When FEMA changed the logistics plan, it meant we had to go get containers halfway across the country, truck them back -- now, mind you, this is a hurricane. So the trucking charges were out of sight because there were -- there was a scarcity of trucks. We then had to take some of those containers to hold terminals. They had to put the water in the containers. Then we had to find chassis, which were also a scarce resource and very expensive, load the containers on the chassis, and the chassis had to drive down to the Port of Jacksonville so that those containers could be taken by barge to the Ayala terminal because the Crowley terminal was completely backed up.

In addition to that, we had to get containers to the terminal in Savannah because we had 53-foot trucks with bottled water heading to the terminal in Savannah that had to be cross-stocked, taken out of the 53-foot trucks and put into the 40-foot containers in Savannah. And then we had to get dray, which is taking it from a laydown terminal area to the barge that was also being loaded in Savannah. The cost was enormous.

Then they barged them down to the Ayala terminal. The Ayala terminal then unloaded all of it, and there was a FEMA representative at the dock because they took possession of the water immediately, but they issued a CLIN 16 contract to us where they rented the containers with a daily rate.

But the problem is, even though they took custody and control of the containers, we were still paying for the containers, the storage. All

of those fees. And they were supposed to take it out of our daily rate, but we were upside-down on the daily rate. And once FEMA took all of the containers out of the terminal, they continued to pay that daily rate, so we were able to catch up to cover the downside.

So then FEMA brought the containers back to the terminal in Ayala and left them. And at that point we had 685 containers, plus or minus some because they lost them, that we weren't getting paid for. We had to pay for those containers, to store them while we fed them back into the United States. And at that time, because there was such a glut of containers in the Jacksonville area, we couldn't send them all at once. We had to feed them in at 50, 150, 75 every other week until the backup subsided. It cost us millions and millions and millions of dollars.

That's the basis of our change order.

Respectfully,